



# भारत का राजपत्र The Gazette of India

साप्ताहिक/WEEKLY

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 6] नई दिल्ली, शनिवार, फरवरी 9—फरवरी 15, 2013 (माघ 20, 1934)

No. 6] NEW DELHI, SATURDAY, FEBRUARY 9—FEBRUARY 15, 2013 (MAGHA 20, 1934)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

## भाग IV [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]  
[Advertisements and Notices issued by Private Individuals and Private Bodies]

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BY ORDER  
Controller of Publication

### CHANGE OF NAME

I, hitherto known as VIVEK KUMAR son of Mr. A. C. KUMAR, employed as Sales Operation Specialist at Zones (Noida), residing at 101, 2nd Floor, Gangotri Apts. Vikaspuri, New Delhi-110018, have changed my name and shall hereafter be known as VIVECK KOOMAR.

It is certified that I have complied with other legal requirements in this connection.

VIVEK KUMAR  
[Signature (in existing old name)]

I, hitherto known as SANJEEV KUMAR son of Sh. R. M. DAHIYA, employed as Retd. Senior Auditor in the Director of Audit P&T Delhi, Sharnnath Marg, Old Secretariat, Delhi-110054, residing at B-3/320, Paschim Vihar, New Delhi-110063, have changed my name and shall hereafter be known as SANJEEV DAHIYA.

It is certified that I have complied with other legal requirements in this connection.

SANJEEV KUMAR  
[Signature (in existing old name)]

I, hitherto known as MOHD. AJMAL son of MOHD. INTZAR, employed as Operation Manager in Vivify Enterprises Pvt. Ltd., G-18, Sushant Lok, Phase-III, Gurgaon, residing at 40, Hauz Khas Village, New Delhi, have changed my name and shall hereafter be known as AMAN CHAUDHARY.

It is certified that I have complied with other legal requirements in this connection.

MOHD. AJMAL  
[Signature (in existing old name)]

I, hitherto known as RAJINDER SINGH SETHI son of Sh. RAM PRAKASH, employed as Accountant in the M/s. Anki, residing at F-68/2, Andrews Ganj, New Delhi-110049, have changed my name and shall hereafter be known as RAJINDER SINGH.

It is certified that I have complied with other legal requirements in this connection.

RAJINDER SINGH SETHI  
[Signature (in existing old name)]

I, RAJINDER SINGH SETHI son of Sh. RAM PRAKASH SETHI, employed as Accountant in the M/s. Anki, residing at F-68/2, Andrews Ganj, New Delhi-110049, have changed the name of my minor son VORUNDEEP SINGH SETHI aged 8 years and he shall hereafter be known as VORUNDEEP SINGH.

It is certified that I have complied with other legal requirements in this connection.

RAJINDER SINGH SETHI  
[Signature of Guardian]

I, RAJINDER SINGH SETHI son of Sh. RAM PRAKASH SETHI employed as Accountant in the M/s. Anki, residing at F-68/2, Andrews Ganj, New Delhi-110049, have changed the name of my minor son HARSHDEEP SINGH SETHI aged 14 years and he shall hereafter be known as HARSHDEEP SINGH.

It is certified that I have complied with other legal requirements in this connection.

RAJINDER SINGH SETHI  
[Signature of Guardian]

I, hitherto known as SWAREEM KHAN son of Mr. MAJID ALI KHAN, employed as Marketing Manager in the Zak Trade Fairs & Exhibitions Pvt. Ltd., residing at 317/II, Jaylal Sah Bazar, Mallital Naintial, U.K.-263001, have changed my name and shall hereafter be known as SULAIMAN KHAN.

It is certified that I have complied with other legal requirements in this connection.

SWAREEM KHAN  
[Signature (in existing old name)]

I, hitherto known as SAURABH son of Sh. ADARSH GARG, employed as Senior Consultant at IBM, residing at Main Bazar, Tauru, Mewat, Haryana, have changed my name and shall hereafter be known as SAURABH GARG.

It is certified that I have complied with other legal requirements in this connection.

SAURABH  
[Signature (in existing old name)]

I, hitherto known as PARDEEP KUMAR son of Sh. CHUNI LAL, employed as a Senior Executive with Infinity Advertising Services Pvt. Ltd., D-4/2, Okhla Industrial Area, Phase-1, New Delhi-110020, residing at Rathian, PO Satteni, Distt. Udhampur, Jammu and Kashmir, have changed my name and shall hereafter be known as PRADEEP SHARMA.

It is certified that I have complied with other legal requirements in this connection.

PARDEEP KUMAR  
[Signature (in existing old name)]

I, hitherto known as KIRAN KUMAR son of Sh. RAM BHAJ age 26 years, working as Internet Marketing Executive at Blue Apple Technologies Pvt. Ltd., E-66, Ground Floor, Sec.-6, Noida-201301, U. P., residing at WZ-450, Kela Wali Gali, Nangal Raya Village, Delhi-110046, have changed my name and shall hereafter be known as KARAN KUMAR ROHILLA.

It is certified that I have complied with other legal requirements in this connection.

KIRAN KUMAR  
[Signature (in existing old name)]

I, hitherto known as BABNII KAUR daughter of ONKAR SINGH, D. o. B. 01.05.1992, residing at EXB-25, BE-Block, Gali No. 1, Hari Nagar, New Delhi-110064, have changed my name and shall hereafter be known as BHAVNIT KAUR.

It is certified that I have complied with other legal requirements in this connection.

BABNII KAUR  
[Signature (in existing old name)]

I, hitherto known as KULDEEP CHAUHAN son of Sh. HARPAL SINGH, employed as Senior Clinical Research Coordinator at Medanta Duke Research Institute (MDRI), Medanta-The Medicity Sector-38, Gurgaon, Haryana, India-122001, residing at Village Shahpur Goverdhanpur, Noida, Distt. Gautam Budh Nagar, U. P., have changed my name and shall hereafter be known as KULDEEP KUMAR.

It is certified that I have complied with other legal requirements in this connection.

KULDEEP CHAUHAN  
[Signature (in existing old name)]

I, hitherto known as VIVEK KUMAR son of Sh. DAYA CHAND VATS, residing at G-40, Dharampura, Najafgarh, New Delhi-110043, have changed my name and shall hereafter be known as VIVEK VATS.

It is certified that I have complied with other legal requirements in this connection.

VIVEK KUMAR  
[Signature (in existing old name)]

I, hitherto known as RAJENDER SINGH CHOUHAN son of Sh. KESHAR SINGH CHOUHAN, employed as Additional Professor in the All India Institute of Medical Sciences, New Delhi, residing at E-31, Ansari Nagar, Medical West Campus, New Delhi, have changed my name and shall hereafter be known as RAJENDRA SINGH CHOUHAN.

It is certified that I have complied with other legal requirements in this connection.

RAJENDER SINGH CHOUHAN  
[Signature (in existing old name)]

I, hitherto known as RAOSAHEB RAMU MADAR son of Sh. RAMU BALAPPA MADAR, Occupation as Service, residing at Rahul Niwas, Ward No- 5, behind S. S. M. S. College, Athani, Tq. Athani, Distt. Belgaum, Karnataka State, Pin-591304, have changed my name and shall hereafter be known as RAOSAHEB RAMU ZUNJARWAD.

It is certified that I have complied with other legal requirements in this connection.

RAOSAHEB RAMU MADAR  
[Signature (in existing old name)]

I, hitherto known as A. MAHESWARI wife of Sh. N. VADIVEL CHANDRAN daughter of Sh. N. ARUMUGAM, employed as Govt. Servant working as a LGC under the Andaman & Nicobar Administration, and presently posted at MPH Section, Secretariat, Andaman & Nicobar Administration, Port Blair, have changed my name and shall hereafter be known as V. MAHESWARI.

It is certified that I have complied with other legal requirements in this connection.

A. MAHESWARI  
[Signature (in existing old name)]

I, hitherto known as KESRI LAL URF KESRI LAL AHIR son of Late BHURI LAL YADAV, employed as SR. TO (P) in the BSNL, residing at 110, Krishna Pura, Gali No. 4, Nr. ST. Paul School, Udaipur, have changed my name and shall hereafter be known as KESRI LAL YADAV.

It is certified that I have complied with other legal requirements in this connection.

KESRI LAL URF KESRI LAL AHIR  
[Signature (in existing old name)]

I, hitherto known as SUNIL alias SUNIL KUMAR son of Sh. SATYA PRASAD, employed as Software Developer, residing at RZO-2A Nanda Block, Mahavir Enclave Palam, New Delhi-110045, have changed my name and shall hereafter be known as SUNIL PRASAD.

It is certified that I have complied with other legal requirements in this connection.

SUNIL alias SUNIL KUMAR  
[Signature (in existing old name)]

I, hitherto known as HARSHMINDER SINGH SODHI son of DEVINDER SINGH SODHI, employed as A.C. Mechanic in Samsung Company, residing at 2/1496, New Sodhi Nagar, Zira Road, Moga, Distt. Moga, have changed my name and shall hereafter be known as HASHMINDER SINGH SODHI.

It is certified that I have complied with other legal requirements in this connection.

HARSHMINDER SINGH SODHI  
[Signature (in existing old name)]

I, hitherto known as HARI OM MEENA son of Sh. MOOL CHAND MEENA, a Student of IIT Kanpur, residing at Village Ladota Post Galad Kalan Teh. Bounli, Distt. Sawai Madhopur, have changed my name and shall hereafter be known as JAYANT ARYA.

It is certified that I have complied with other legal requirements in this connection.

HARI OM MEENA  
[Signature (in existing old name)]

I, LAKHMIR BHARDWAJ Ex. CHERA (Indian Navy) 192579-F son of Sh. HARPAL SINGH, employed as Manager in the Velocity Automotives Pvt. Ltd., Ambala, residing at 3-D, Inderpuri, Ambala Cantt., Haryana, have changed the name of my minor son KANAV BHARDWAJ aged 12 years and he shall hereafter be known as ADITYA BHARDWAJ.

It is certified that I have complied with other legal requirements in this connection.

LAKHMIR BHARDWAJ  
[Signature of Guardian]

I, hitherto known as PHOOL KUMARI daughter of Sh. MOTI LAL, employed as Houselady, residing at 203, Block No. 24, Trilok Puri, Delhi-110091, have changed my name and shall hereafter be known as NEETU.

It is certified that I have complied with other legal requirements in this connection.

PHOOL KUMARI  
[Signature (in existing old name)]

I, hitherto known as NARENDRA SINGH son of Late ROOPCHAND SINGH, employed as Branch Officer with Supreme Court of India, Tilak Marg, New Delhi-110001, residing at Flat No. 810, Sector-12, R. K. Puram, New Delhi-110022, have changed my name and shall hereafter be known as NARENDRA SINGH LINGWAL.

It is certified that I have complied with other legal requirements in this connection.

NARENDRA SINGH  
[Signature (in existing old name)]

I, hitherto known as PRAVEEN KUMAR SHRIVASTAVA son of Sh. HARISH CHANDRA LAL SHRIVASTAVA, residing at 37, Jubilee Hall, University of Delhi, Delhi-110007, have changed my name and shall hereafter be known as PRAVEEN KUMAR SRIVASTAVA.

It is certified that I have complied with other legal requirements in this connection.

PRAVEEN KUMAR SHRIVASTAVA  
[Signature (in existing old name)]

I, hitherto known as TUSHA BASIA daughter of Mr. ANIL GOYAL, employed as Chartered Accountant, residing at M-20 (Residential), Greater Kailash-I, Opposite S Block, IIIrd Floor, New Delhi-110048, have changed my name and shall hereafter be known as TUSHA GOYAL.

It is certified that I have complied with other legal requirements in this connection.

TUSHA BASIA  
[Signature (in existing old name)]

I, hitherto known as RAVI KUMAR son of Sh. KHUSHI RAM DHIMAN, employed as Private Secretary to GM, Indian Oil Corporation Limited (M.D.), Ashok Chowk, Adarsh Nagar, Jaipur-302004, residing at Flat No. 8, Indian Oil Campus, Ashok Chowk, Adarsh Nagar, Jaipur-302004, have changed my name and shall hereafter be known as RAVI KUMAR DHIMAN.

It is certified that I have complied with other legal requirements in this connection.

RAVI KUMAR  
[Signature (in existing old name)]

I, hitherto known as Ms. KANIKA SUMAN daughter of Sh. SATISH KUMAR KHURANA, employed as Design Assistant at Vishesh Boutique, residing at Flat No. 469, DDA SFS Flats, Sector-9, Pocket-2, Dwarka,

New Delhi-110075, have changed my name and shall hereafter be known as Ms. KANIKA SUMAN KHURANA.

It is certified that I have complied with other legal requirements in this connection.

KANIKA SUMAN  
[Signature (in existing old name)]

I, hitherto known as CHAITANYA SUMAN son of Sh. SATISH KUMAR KHURANA, employed as Designer at Vishesh Boutique, residing at Flat No. 469, DDA SFS Flats, Sector-9, Pocket-2, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as CHAITANYA SUMAN KHURANA.

It is certified that I have complied with other legal requirements in this connection.

CHAITANYA SUMAN  
[Signature (in existing old name)]

I, hitherto known as SUMME SUMAN wife of Sh. SATISH KUMAR KHURANA, employed as Proprietor of Vishesh Boutique (Self Employed), residing at Flat No. 469, DDA SFS Flats, Sector-9, Pocket-2, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as SUMME SUMAN KHURANA.

It is certified that I have complied with other legal requirements in this connection.

SUMME SUMAN  
[Signature (in existing old name)]

I, hitherto known as GANESAN son of Sh. SAMBASIVAM, employed as Superintendent of Central Excise, residing at No. 11, First Cross Street, Suriyaghanghi Nagar, Muthialpet, Puducherry-605003, have changed my name and shall hereafter be known as GANESSANE RIVIERE.

It is certified that I have complied with other legal requirements in this connection.

GANESAN  
[Signature (in existing old name)]

I, hitherto known as RASHI JAIN daughter of Sh. YOGENDER KUMAR JAIN, residing at MD-25, Pitampura, Delhi-110088, have changed my name and shall hereafter be known as RAASHI JAIN.

It is certified that I have complied with other legal requirements in this connection.

RASHI JAIN  
[Signature (in existing old name)]

I, hitherto known as VIKAS JAIN son of Late PREM CHAND JAIN, residing at 1285, Sector-14, Sonapat, Haryana-131001, have changed my name and shall hereafter be known as VIEKAS JAIN.

It is certified that I have complied with other legal requirements in this connection.

VIKAS JAIN  
[Signature (in existing old name)]

I, hitherto known as VIVEK JAIN son of Sh. SULEKH CHAND JAIN, residing at MD-25, Pitampura, Delhi-110088, have changed my name and shall hereafter be known as VIEVEK JAIN.

It is certified that I have complied with other legal requirements in this connection.

VIVEK JAIN  
[Signature (in existing old name)]

I, hitherto known as KUSUM JAIN wife of Sh. KULBHUSHAN JAIN, residing at DU-5, Pitampura, Delhi-110088, have changed my name and shall hereafter be known as USHA JAIN.

It is certified that I have complied with other legal requirements in this connection.

KUSUM JAIN  
[Signature (in existing old name)]

I, hitherto known as SULEKH CHAND JAIN son of Sh. GOPI RAM JAIN, residing at MD-25, Pitampura, Delhi-110088, have changed my name and shall hereafter be known as SULEKH JAIN.

It is certified that I have complied with other legal requirements in this connection.

SULEKH CHAND JAIN  
[Signature (in existing old name)]

I, LOKESH KUMAR BATRA son of Sh. K. L. BATRA, residing at 104, Shikha Apartment I.P. Extn., Patparganj, Delhi-92, have changed the name of my minor son RISHBH BATRA and he shall hereafter be known as RISHABH BATRA.

It is certified that I have complied with other legal requirements in this connection.

LOKESH KUMAR BATRA  
[Signature of Guardian]

I, hitherto known as B. KOMALAN son of Late BHASKARAN, residing at RZ-86/10, Tughlakabad Extension, New Delhi, have changed my name and shall hereafter be known as B. K. RAJAN.

It is certified that I have complied with other legal requirements in this connection.

B. KOMALAN  
[Signature (in existing old name)]

I, hitherto known as GUNJAN CHAUHAN wife of Sh. MANISH KUMAR, residing at S-19, Ground Floor, Pandav Nagar, New Delhi-92, have changed my name and shall hereafter be known as GUNJAN SHARMA.

It is certified that I have complied with other legal requirements in this connection.

GUNJAN CHAUHAN  
[Signature (in existing old name)]

I, hitherto known as KHARGE SWAR DEKA son of Late BIDYA RAM DEKA, employed as Master Warrant Officer in the Indian Air Force, residing at Qtr. No. 169B, Range Area, Air Force Station Begumpet, PO-Bowenpally, Hyderabad-11 (AP), have changed my name and shall hereafter be known as KHARGESWAR DEKA.

It is certified that I have complied with other legal requirements in this connection.

KHARGE SWAR DEKA  
[Signature (in existing old name)]

I, SANTOSH BISHT son of Sh. SHYAM SINGH BISHT, residing at RZ-G-115, Street No. 5, Raj Nagar-II, Palam Colony, New Delhi-110045, have changed the name of my minor son VIJAY BHARAT SINGH BISHT and he shall hereafter be known as ADITYA SINGH BISHT.

It is certified that I have complied with other legal requirements in this connection.

SANTOSH BISHT  
[Signature of Guardian]

I, hitherto known as RENU SEHGAL wife of Mr. VIVEK CHAAND SEHGAL, Chairman of Samvardhana Motherson Group, residing at N-99, Panchsheel Park, New Delhi-110017, have changed my name and shall hereafter be known as RENU ALKA SEHGAL.

It is certified that I have complied with other legal requirements in this connection.

RENU SEHGAL  
[Signature (in existing old name)]

I, hitherto known as SHRIMANT BHIMAPPA MANG son of Sh. BHIMAPPA KALLAPPA MANG, a Teacher, residing at 1239, Shanti Nagar, Athani, Tq. : Athani, Dist. : Belgaum, State : Karnataka, Pin-591304, have changed my name/surname and shall hereafter be known as SHRIMANT BHIMAPPA KATAGERI.

It is certified that I have complied with other legal requirements in this connection.

SHRIMANT BHIMAPPA MANG  
[Signature (in existing old name)]

I, hitherto known as RAMESH BHIMARAO HONAKHANDI son of Sh. BHIMARAO TUKARAM HONAKHANDI, a Teacher, residing at Plot No. 24, Gavassiddan Maddi, Athani, Tq. : Athani, Dist. : Belgaum, State : Karnataka, Pin-591304, have changed my name/surname and shall hereafter be known as RAMESH BHIMARAO BALLIGERI.

It is certified that I have complied with other legal requirements in this connection.

RAMESH BHIMARAO HONAKHANDI  
[Signature (in existing old name)]

I, hitherto known as SWAROOP P son/daughter/wife of Mr. CK VENUGOPALAN, employed as Major in the Indian Army, residing at 175 Medium Regiment, Pin-926175, C/o 56 APO, have changed my name and shall hereafter be known as SWAROOP NAIR.

It is certified that I have complied with other legal requirements in this connection.

SWAROOP P  
[Signature (in existing old name)]

I, hitherto known as AMIT KUMAR GUPTA son of Sh. ASHOK KUMAR GUPTA, residing at 44, N. Block, Kidwai Nagar, Kanpur, U.P., have changed my name and shall hereafter be known as AMIT GUPTA.

It is certified that I have complied with other legal requirements in this connection.

AMIT KUMAR GUPTA  
[Signature (in existing old name)]

I, hitherto known as MOHIT KUMAR GUPTA son of Sh. ASHOK KUMAR GUPTA, residing at 44, N. Block, Kidwai Nagar, Kanpur, U.P., have changed my name and shall hereafter be known as MOHIT KUMAR.

It is certified that I have complied with other legal requirements in this connection.

MOHIT KUMAR GUPTA  
[Signature (in existing old name)]

I, hitherto known as VANDANA KAUSHIK daughter of Sh. RAJ KUMAR SHARMA, residing at B-7/76, Sector-11, Rohini, Delhi-110085, have changed my name and shall hereafter be known as VANDANA.

It is certified that I have complied with other legal requirements in this connection.

VANDANA KAUSHIK  
[Signature (in existing old name)]

I, hitherto known as DEOKI DEVI GARG wife of Sh. LUNA RAM GARG, a Housewife, residing at 3298, Sector-23 D, Chandigarh, have changed my name and shall hereafter be known as DEVKI DEVI GARG.

It is certified that I have complied with other legal requirements in this connection.

DEOKI DEVI GARG  
[Signature (in existing old name)]

I, hitherto known as PRABHAVATI BANGERA wife of MALCOLM EDWARD PETERS, a Housewife, residing at B-14, Second Floor, Freedom Fighter Enclave, Neb Sarai, New Delhi-110068, have changed my name and shall hereafter be known as PRABHA MARGARET PETERS.

It is certified that I have complied with other legal requirements in this connection.

PRABHAVATI BANGERA  
[Signature (in existing old name)]

I, hitherto known as DINESH KUMAR son of Sh. RAMESH KUMAR, residing at WZ-9, Shakur Pur Village, New Delhi-110034, have changed my name and shall hereafter be known as DINESH KAIM.

It is certified that I have complied with other legal requirements in this connection.

DINESH KUMAR  
[Signature (in existing old name)]

I, hitherto known as RAJU son of Sh. RUDRAMANI SHARMA, employed as Sawyer in the Ordnance Depot, Shakurbasti, New Delhi-110056, residing at 24/25/1, New Gopal Nagar, Rama Public School Area, Najafgarh, New Delhi-43, have changed my name and shall hereafter be known as RAJU SHARMA.

It is certified that I have complied with other legal requirements in this connection.

RAJU  
[Signature (in existing old name)]

I, hitherto known as GINNI MALIK wife of Sh. AKASH DEEP, residing at B-206, Vivek Vihar, Delhi-110095, have changed my name and shall hereafter be known as GARIMA KAUSHAL.

It is certified that I have complied with other legal requirements in this connection.

GINNI MALIK  
[Signature (in existing old name)]

I, hitherto known as GEETA MALHOTRA wife of Sh. SANJAY MALHOTRA, residing at 119, First Floor, Pratap Gali Near Mira Bai Park, Old Gupta Colony, Delhi-110009, have changed my name and shall hereafter be known as Mrs. ANJALI MALHOTRA.

It is certified that I have complied with other legal requirements in this connection.

GEETA MALHOTRA  
[Signature (in existing old name)]

#### PUBLIC NOTICE

It is for general information that I, ANJANA DEVI wife of Late SHER SINGH, residing at C-177, Sanjay Colony, Bhatti Mines, New Delhi-110074, declare that name of my husband has been wrongly written as JAI SINGH in the education documents of my son VIKAS 13 years. The actual name of my husband is Late SHER SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ANJANA DEVI  
[Signature]

It is for general information that I, ANJANA DEVI wife of Late SHER SINGH, residing at C-177, Sanjay Colony, Bhatti Mines, New Delhi-110074, declare that name of my husband has been wrongly written as JAI SINGH in the education documents of my son AKASH 15 years. The actual name of my husband is Late SHER SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ANJANA DEVI  
[Signature]

It is for general information that I, ANJANA DEVI wife of Late SHER SINGH, residing at C-177, Sanjay Colony, Bhatti Mines, New Delhi-110074, declare that name of my husband has been wrongly written as JAI SINGH in the education documents of my son SANJU 17 years. The actual name of my husband is Late SHER SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ANJANA DEVI  
[Signature]

It is for general information that I, RAKESH son of Sh. RAM DUTT SAHU, residing at House No. J-1878-79, Jhangir Puri, Delhi-110033, declare that name of mine has been wrongly written as MASTER YOGESH in my LIC Policy and in other documents. The actual name of mine is RAKESH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RAKESH  
[Signature]

I, NEELU GOYAL wife of Sh. ASHOK GOYAL, residing at 4/3-B, Dashmesh Colony Rajpura Dist. Patiala Punjab, declare that name of mine has been wrongly written as MEENU GOYAL in my educational documents of my son ABHI GOYAL. The actual name of mine is NEELU GOYAL, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

NEELU GOYAL  
[Signature]

It is for general information that I, NARENDRA PRATAP son of Sh. BHUP NARAYAN SINGH, residing at New Balbhadrapur, Laheriasarai, Darbhanaga, Bihar, declare that name of my father and my mother has been wrongly written as BHUP NARAYAN SINHA AND MAMTA SINHA in my educational documents and in the other documents. The actual name of my father and mother is BHUP NARAYAN SINGH and MAMTA SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

NARENDRA PRATAP  
[Signature]

I, ALPANA SIDAPPA GAVALI daughter of Sh. SIDAPPA GAVALI, a Housewife, residing at Plot No. 495, Sector No. 27/A Pradhikaran, Pune-411044, Maharashtra, do hereby declare for general information that my name has been wrongly written as ALPANA SIDAPPA GAVALI in my educational documents and in other documents. The actual name of myself is APARNA LAXMAN NAIK which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ALPANA SIDAPPA GAVALI  
[Signature]

टी. आर. एन. एनर्जी लिमिटेड  
नई दिल्ली

जन साधारण सूचना

टी. आर. एन. एनर्जी लिमिटेड जिसका पंजीकृत कार्यालय 18, वसंत एनक्लेव, राव तुलाराम, नई दिल्ली-110057 में है। संबंधित पारेषण लाइन के निर्माण एवं सुधारात्मक कार्य सम्पादन हेतु विद्युत अधिनियम 2003 की धारा 164 के अंतर्गत सभी आपतियां सीधे पाने हेतु भारत सरकार के अनुमोदन हेतु आवेदन करना चाहती है। अधोहस्ताक्षरकर्ता द्वारा स्थापित अथवा अनुरक्षित किये गये अथवा स्थापित अनुरक्षित किये जाने वाले टेलिग्राफ के उद्देश्य हेतु तार लाइनें और खम्भे लगाने के संबंध में भारतीय तार अधिनियम 1885 के अंतर्गत तार प्राधिकरण के पास है जिसमें सर्वे, निर्माण, निरीक्षण एवं अन्य सभी कार्य के लिए निम्न पारेषण लाइन प्रस्तावित हैं।

400 के.वी. डबल सर्किट (मूस) टी. आर. एन. एनर्जी लिमिटेड 2 x 300 MW भेंगारी से P.G.C.I.L. पुलिंग स्टेशन (तमनार) में प्रवाह संबंधित उपरोक्त पारेषण लाइन निम्न ग्रामों के ऊपर आसपास अथवा बीच से होकर गुजरेगी।

ग्रामों के नाम	तहसील	जिला	राज्य
खोरखोरमा, भेंगारी, कटंगी, बनखेता, बंडेगुमड़ा, गोहारी, खरमुड़ा, बैलामुड़ा, बरपाली, भेंद्रा, भालूमर, पन्डीमानी।	घरघोड़ा	रायगढ़	छत्तीसगढ़

पारेषण लाइन के रूट एलायमेंट का नक्शा अधोहस्ताक्षरकर्ता के कार्यालय में उपलब्ध है। जनसाधारण को सूचित किया जाता है कि अपनी किसी प्रकार की आपूर्ति एवं राय सूचना प्रकाशित होने के 60 दिन के अन्दर इस कार्यालय की लिखित तौर पर अवगत करा सकते हैं।

ह./- अपठनीय  
उपाध्यक्ष

टी. आर. एन. एनर्जी

2 x 300 MW थर्मल पावर प्लांट, रायगढ़ (छ.ग.)

मल्टी कमाडिटी एक्सचेंज ऑफ इण्डिया लिमिटेड

शुद्धि-पत्र

[भारत के राजपत्र, नई दिल्ली, शनिवार, 29 सितम्बर, 2012-5 अक्टूबर, 2012 (7 अश्विन, 1934) की पृष्ठ संख्या 764 पढ़ें]

भारत सरकार, वाणिज्य और उद्योग मंत्रालय की अधिसूचना सं. सां. आ. 1162, दिनांक 04 मई, 1960 के साथ पठित वायदा संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 12(1) के तहत उप-निदेशक, वायदा बाजार आयोग के अनुमोदन के अनुसरण में मल्टी कमाडिटी एक्सचेंज ऑफ इण्डिया लिमिटेड, मुम्बई के उप-नियमों में संशोधन किए गए, और उन्हें अधिसूचित किया गया था। उक्त अधिसूचना भारत के राजपत्र, भाग-IV, नई दिल्ली, शनिवार, 29 सितम्बर, 2012 - 5 अक्टूबर, 2012 (7 अश्विन, 1934) को पृष्ठ संख्या 764 पर प्रकाशित की गई थी। उक्त अधिसूचना में उप-निदेशक, वायदा बाजार आयोग के अनुमोदन की तारीख 24 जुलाई, 2012 की बाजाए 29 जून, 2012 के रूप में उल्लिखित है। उक्त तारीख को 24 जुलाई, 2012 के रूप में पढ़ा जाए।

कृपया यह नोट करें कि उक्त अधिसूचना की शेष अंतर्वस्तु अपरिवर्तित बनी रहेगी।

पी. रामनाथन

कम्पनी सचिव और मुख्य अनुपालन अधिकारी

स्थान : मुम्बई

दिनांक : 8 जनवरी, 2013

टिप्पणी : हिन्दी पाठ में अंतर की दशा में अंग्रेजी पाठ अभिवावी होगा।

TRN ENERGY LTD., NEW DELHI

PUBLIC NOTICE

TRN Energy Ltd., having registered office at 18, Vasant Enclave, Rao Tularam, New Delh-110057 intends to apply to the Government of India to confer upon him all the powers under section 164 of the Electricity act, 2003 for the placing of electrical plant for the transmission of electricity or for the purpose of telephonic or telegraphic communications necessary for the proper coordination of works which telegraph authority posses under the Indian Telegraph Act, 1885 with respect to the placing of telegraph lines and posts for the purpose of the telegraph established or maintained, by the government or to be so established or maintained and will undertakes the survey, construction, installation, inspection erection and other works to follow by commissioning, operation, maintenance and other works for the following transmission scheme.



400 KV, D/C (ACSR MOOSE), TRN Energy Ltd. 2 x 300 MW Bhengari to PGCIL Raigarh Pooling Station (Tamnar).

The transmission line covered under the scheme for evacuation of power from TRN Energy Ltd. SWITYCHYARD (2 x 300 MW) will pass through over around and between the following Villages, towns and cities :—

Sl. No.	Name of the Villages	Tehsil	District	State
1.	Khokhoroama	Gharghoda	Raigarh	Chhattisgarh
2.	Bhengari	Gharghoda	Raigarh	Chhattisgarh
3.	Katangdi	Gharghoda	Raigarh	Chhattisgarh
4.	Bankheta	Gharghoda	Raigarh	Chhattisgarh
5.	Badegumda	Gharghoda	Raigarh	Chhattisgarh
6.	Gohari	Gharghoda	Raigarh	Chhattisgarh
7.	Kharamura	Gharghoda	Raigarh	Chhattisgarh
8.	Bailamura	Gharghoda	Raigarh	Chhattisgarh
9.	Barpali	Gharghoda	Raigarh	Chhattisgarh
10.	Bhendra	Gharghoda	Raigarh	Chhattisgarh
11.	Bhaluman	Gharghoda	Raigarh	Chhattisgarh
12.	Pandripani	Gharghoda	Raigarh	Chhattisgarh

Copy of the route alignment is available in the office of the undersigned.

Notice is hereby given to the General public to make observation/representation on the purposed transmission

system within Two months from the date of publication of the notice to the office of the undersigned in writing. For further particulars and clarifications please contact.

Vice President (Power)

TRN Energy Ltd.

2 x 300 MW Thermal Power Plant Raigarh (C.G.)

#### MULTI COMMODITY EXCHANGE OF INDIA LIMITED

#### CORRIGENDUM

READ Page No. 785 of THE GAZETTE OF INDIA, NEW DELHI, SATURDAY, SEPTEMBER 29, 2012-OCTOBER 5, 2012 (ASVINA 7, 1934)

Pursuant to the approval of the Deputy Director, Forward Markets Commission, under Section 12(1) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S. O. 1162, dated 4th May, 1960 amendments, made to the Bye-laws of the Multi Commodity Exchange of India Ltd., Mumbai, and they were notified. The said notification was published in THE GAZETTE OF INDIA, Part-IV, NEW DELHI, SATURDAY, SEPTEMBER 29, 2012 - OCTOBER 5, 2012 (ASVINA 7, 1934) on page No. 785. In the said notification the date of approval of the Deputy Director, Forward Markets Commission was mentioned as June 29, 2012 instead of July 24, 2012. The said date be read as July 24, 2012.

Remaining content of the said notification will remain unchanged, this may please be noted.

P. RAMANATHAN  
Company Secretary and  
Chief Compliance Officer

January 8, 2013  
Mumbai

नेशनल सिक्वोरिटीज क्लीयरिंग कार्पोरेशन लिमिटेड

मुंबई-400051

एक्सचेंज के फ्यूचर एण्ड ऑप्शन कारोबारी विनियमनों में विहित उपबंधों को नीचे दी गई सीमा तक संशोधित किया जाता है :-

(1) एम एस ई (फ्यूचर एण्ड ऑप्शन) कारोबारी विनियमनों के मौजूदा अध्याय - 5 को निम्नलिखित नए अध्याय-5 द्वारा प्रतिस्थापित किया जाता है :-

## 5. मध्यस्थता

### 5.1 परिभाषाएं

- (क) "अधिनियम" का तात्पर्य मध्यस्थता और समझौता अधिनियम, 1996 होगा और इसमें वर्तमान में प्रवृत्त के लिए कोई सांविधिक संशोधन, प्रतिस्थापना अथवा पुनः अधिनिमित्त करना शामिल है।
- (ख) "मध्यस्थ" से तात्पर्य एकल मध्यस्थ अथवा मध्यस्थों का पैनल होगा।
- (ग) "अपीलीय मध्यस्थ" का तात्पर्य मध्यस्थों के पैनल से है जो पंचाट के विरुद्ध दाखिल की गई अपील की सुनवाई करता है।
- (घ) "पंचाट" का तात्पर्य मध्यस्थ द्वारा पारित पंचाट होगा।
- (ङ) "अपीलीय पंचाट" का तात्पर्य अपीलीय मध्यस्थ द्वारा पारित पंचाट होगा।
- (च) "आवेदक" का तात्पर्य वह व्यक्ति होगा जो मध्यस्थता कार्यवाही शुरू करने के लिए आवेदन देता है।
- (छ) "प्रतिवादी" का तात्पर्य वह व्यक्ति होगा जिसके विरुद्ध आवेदक मध्यस्थता आवेदन दायर करता है, चाहे ऐसे व्यक्ति के विरुद्ध कोई दावा हो अथवा न हो।

### 5.2 मध्यस्थता का स्थान (सीट)

- (क) संबद्ध प्राधिकारी या तो सामान्यता अथवा विशेष रूप से देश के विभिन्न क्षेत्रों के लिए मध्यस्थता के विभिन्न स्थानों के लिए प्रावधान कर सकता है और ऐसी दशा में मध्यस्थता का स्थान संबद्ध प्राधिकारी द्वारा प्रदान किया गया स्थान होगा।
- (ख) परिसर/अवस्थिति जहां मध्यस्थता होगी ऐसा स्थान होगा जिसकी एक्सचेंज द्वारा समय-समय पर पहचान की जाती है और इसकी सूचना तदनुसार मध्यस्थ और विवाद के पक्षों को सूचित की जाती है।

### 5.3 न्यायालयों का क्षेत्राधिकार

एक्सचेंज के उप-नियमों के अध्याय-XI के उप-नियम 17 के प्रयोजनार्थ अपीलीय मध्यस्थ के विरुद्ध अधिनियम की धारा 34 के तहत आवेदन, यदि को हो, तो ऐसे क्षेत्रीय केंद्र, जहां अपीलीय मध्यस्थता कार्यवाही संचालित की जा रही है, के निकटतम सक्षम न्यायालय में दाखिल की जाएगी।

### 5.4 दावे, मतभेद अथवा विवाद का संदर्भ

संबद्ध प्राधिकारी द्वारा यथा अन्यथा विनिर्दिष्ट को छोड़कर, यदि दावे, मतभेद अथवा विवाद का मूल्य आवेदन की तारीख को पच्चीस लाख रूपए से अधिक है तो ऐसे दावे को तीन मध्यस्थों के पैनल को भेजा जाएगा और यदि दावे, मतभेद अथवा विवाद का मूल्य पच्चीस लाख रूपए तक है तो इसे एकल मध्यस्थ के पास भेजा जाएगा।

बशर्ते कि इसके अलावा यह कि कोई दावा, मतभेद अथवा विवाद जो पच्चीस लाख रूपए से कम है और यदि प्रतिकूल दावा पच्चीस लाख रूपए से अधिक है तो मध्यस्थता पैनल का एकल मध्यस्थ से विस्तार करके तीन मध्यस्थ किया जाएगा।

### 5.5 मध्यस्थों के रूप में कार्य करने के लिए पात्र व्यक्तियों के चयन के लिए पद्धति और प्रक्रिया

मध्यस्थता में सुविधा देने के लिए संबद्ध प्राधिकारी समय-समय पर निम्नलिखित निर्दिष्ट कर सकता है :-

- (i) मध्यस्थता के लिए पात्रता पद्धति
- (ii) मध्यस्थता द्वारा दी जाने वाली घोषणानाएं/प्रकटन/आश्वासन
- (iii) मध्यस्थता के लिए आचार संहिता
- (iv) प्रत्येक क्षेत्रीय मध्यस्थता केंद्र के लिए मध्यस्थों की सूची

### 5.6 मध्यस्थता की नियुक्ति के लिए प्रक्रिया

(क) आवेदक मध्यस्थों की पंसद के अवरोही क्रम के साथ फार्म सं. 1/1क में एक्सचेंज को मध्यस्थता आवेदन प्रस्तुत करेगा।

(ख) आवेदक से प्राप्त फार्म सं. 1/1क को एक्सचेंज द्वारा प्रतिवादी को अग्रेषित किया जाएगा।

- (ग) प्रतिवादी आवेदक द्वारा प्रस्तुत सूची से अपनी तरजीह का चयन कर सकता है अथवा एक्सचेंज से फार्म सं. 1/1 क की प्राप्ति के सात दिन के अंदर फार्म सं. II/II क में तरजीह के अवरोही क्रम में मध्यस्थों की अपनी पसंद प्रस्तुत कर सकता है ।
- (घ) फार्म सं. 1/1 क और II/II क प्राप्त होने पर संगत प्राधिकारी संघटक द्वारा निर्दिष्ट पसंद में से पहले मध्यस्थ (मध्यस्थों) की पहचान और नियुक्ति करेगा ।
- (ङ) यदि संघटक मध्यस्थों की पसंद देने में विफल रहते हैं तो संबद्ध प्राधिकारी मध्यस्थता आवेदन के अन्य पक्ष द्वारा निर्दिष्ट पसंद में से मध्यस्थ (मध्यस्थों) की पहचान और नियुक्ति करेगा ।
- (च) यदि मध्यस्थता के दोनों पक्ष मध्यस्थों की पसंद देने में विफल रहते हैं तो संबद्ध प्राधिकारी मध्यस्थों की सूची से मध्यस्थ (मध्यस्थों) की पहचान और नियुक्ति करेगा ।
- (छ) मध्यस्थता मामले, जो मध्यस्थों के पैनल द्वारा निर्णय किए जाने हैं, की दशा में नियुक्त किए गए मध्यस्थ अपने बीच से एक मध्यस्थ का चयन करेंगे जो प्रधान मध्यस्थ के रूप में कार्य करेगा । प्रधान मध्यस्थ के चयन में पैनल के बीच सर्वसम्मति की विफलता अथवा कमी के मामले में संबद्ध प्राधिकारी प्रधान मध्यस्थ का चयन करेगा ।
- (ज) मध्यस्थ की नियुक्ति की प्रक्रिया आवेदक के आवेदन की प्राप्ति की तारीख से 30 दिनों के अंदर पूरी की जाएगी, बशर्ते कि आगे विस्तार की अवधि को विपत्ति के मामले में संबद्ध प्राधिकारी द्वारा कारणों को लिखित में दर्ज किया गया हो । इस धारा के प्रयोजनार्थ, जहां आवेदन में कमी पायी जाती है, वहां आवेदन की प्राप्ति की तारीख वह तारीख होगी जिस दिन एक्सचेंज द्वारा संशोधित आवेदन प्राप्त किया जाता है ।

### 5.7 मध्यस्थ के कार्यालय में रिक्ति

यदि एकल मध्यस्थ अथवा मध्यस्थों के पैनल में एक अथवा अधिक मध्यस्थों की नियुक्ति के पश्चात रिक्ति होती है तो संबद्ध प्राधिकारी आवेदक और प्रतिवादी द्वारा पहले से प्रस्तुत किए गए फार्म सं. I/1क और II/1क में मध्यस्थों की सूची से तरजीही रूप से मध्यस्थ की नियुक्ति करेगा ।

### 5.8 मध्यस्थता की लागत

- (क) दावे, मतभेद और विवाद के पक्ष मध्यस्थता की लागत का वहन करेंगे । इस प्रयोजनार्थ, मध्यस्थता के दोनों पक्ष मध्यस्थता के संचालन के लिए किए गए व्यय की लागत को

चुकाने के लिए फार्म सं. I/Iक और II/IIक जैसा भी मामला हो, के साथ एक्सचेंज में राशि जमा करेंगे। बशर्ते कि जब प्रतिवादी घटक होने के कारण तदनुसार जमा करने में विफल, अनदेखी अथवा मना करता है तो आवेदक ऐसी जमा करने के लिए जिम्मेदार होगा। यदि कारोबारी सदस्य जमा करने में विफल रहता है तो एक्सचेंज को देय राशियों से कारोबारी सदस्य को जमा वसूल करने का अधिकार होगा।

- ख) जमा की राशि, जो जमा की जानी है शुरू में दावे की राशि द्वारा निर्धारित की जाएगी और उसके पश्चात ऊंचे प्रतिकूल दावे, यदि कोई हो, के आधार पर निर्धारित की जाएगी और यह नीचे निर्दिष्ट किए गए के अनुसार होगी। जमा राशि (सांविधिक देयताओं-स्टाम्प शुल्क, सेवा कर आदि को छोड़कर) नीचे यथानिर्दिष्ट राशि से अधिक नहीं होगी

दावे/प्रतिकूल दावे की राशि जो भी अधिक है (रुपए)	यदि दावा छह महीने के अंदर दाखिल किया जाता है	यदि दावा छह महीने के पश्चात दाखिल किया जाता है
$\leq 10,00,000$	1.3 प्रतिशत बशर्ते कि 10000/- रुपए न्यूनतम हो	3.9 प्रतिशत बशर्ते कि 30,000 रुपए न्यूनतम हो।
$>20,00,000 \leq 25,00,000$	13,000 रुपए और 10 लाख रुपए से ऊपर 0.3 प्रतिशत	39,000 रुपए और 10 लाख रुपए से ऊपर की राशि का 0.9 प्रतिशत
$>25,00,000$	17,500/-रुपए और 25 लाख रुपए की से राशि ऊपर 0.2 प्रतिशत बशर्ते की अधिकतम 30,000 रुपए हो	52,500 रु. और 25 लाख रुपए से ऊपर की राशि का 0.6 प्रतिशत बशर्ते कि अधिकतम 90,000/- रुपए हो

छह महीने की गणना निष्पन्न/निपटाए गए विवादित लेन-देनों की उस तिमाही के अंत, जो भी विवाद के संगत हो, से की जाएगी। जमा राशियों को 10 रुपए के निकटतम तक पूर्णांकित किया जाएगा।

- (ग) उपर्युक्त में कुछ भी विहित होने के बावजूद, यदि दावे की राशि 10 लाख रुपए से कम अथवा बराबर है तो संघटक, चाहे आवेदक अथवा प्रतिवादी हो, के संबंध में मध्यस्थता की लागत एक्सचेंज द्वारा वहन की जाएगी बशर्ते कि निष्पन्न/निपटाए गए विवादित लेन-देन(लेन-देनों) की तिमाही के अंत से छह महीने के अंदर मध्यस्थता आवेदन दाखिल किया गया हो।
- (घ) सभी मध्यस्थता आवेदनों में पंचाट जारी होने पर जमा राशि एक्सचेंज द्वारा उस पक्ष को रिफंड की जाएगी जिसके पक्ष में पंचाट पारित किया गया है।

(ड.) सभी मध्यस्थता मामलों, जिनमें दावा विवाद की तारीख से छह महीने के अंदर दाखिल किया गया था, उनमें पक्ष जिसके विरुद्ध विवाचन पंचाट पारित किया गया है, द्वारा जमा की गई पूरी राशि को मध्यस्थता शुल्कों के लिए विनियोजित किया जाएगा।

(च) सभी मध्यस्थता आवेदन, जिनमें दावा विवाद की तारीख से छह महीने के पश्चात दाखिल किया था, उनमें पक्ष, जिसके विरुद्ध विवाचन पंचाट पारित किया गया है, से एकत्रित जमा के एक-तिहाई को मध्यस्थता शुल्क के लिए विनियोजित किया जाएगा और शेष दो-तिहाई राशि को एक्सचेंज की निवेशक संरक्षण निधि में जमा किया जाएगा।

#### स्पष्टीकरण :

धारा (ख), (ग), (ड.) और (च) में यथा उल्लिखित छह महीने की अवधि की गणना, निम्न अवधि को छोड़कर, उस तिमाही के अंत से की जाएगी जिसके दौरान विवादित लेन-देन (लेन-देनों) को निष्पन्न/निपटाया गया था, जो भी विवाद के लिए संगत हो :-

- (i) विवाद के समाधान के लिए एक्सचेंज के निवेशक सेवा कक्ष द्वारा लिया गया समय (विवाद की प्राप्ति की तारीख से निवेशक सेवा कक्ष द्वारा निर्णय लिए जाने तक लिया गया समय, और
- (ii) विवाद के समाधान के प्रयास के लिए कारोबारी सदस्य द्वारा लिया गया समय (कारोबारी सदस्य द्वारा विवाद की प्राप्ति की तारीख से संघटक द्वारा पिछले सम्प्रेषण की प्राप्ति की तारीख तक का समय) या कारोबारी सदस्य द्वारा विवाद की प्राप्ति की तारीख से एक महीना, इनमें से जो भी पहले है।

(छ) सीमा निर्धारण के मुद्दे के संबंध में, सभी मध्यस्थता आवेदनों, जिनमें विवाद की तारीख से अभी तीन वर्ष समाप्त नहीं हुए हैं और पक्षों ने एक्सचेंज के पास मध्यस्थता दाखिल नहीं की है, उनमें मध्यस्थता की लागत इस विनियमन में यथा उल्लिखित शुल्क की राशि के अध्यक्षीन होगी या जिनमें मध्यस्थता आवेदन दाखिल किया गया था परंतु केवल पहले की छह महीने की निर्धारण अवधि में दाखिल करने में देरी के आधार पर खारिज किया गया था, जैसाकि अध्याय-XI के उप-नियम (3) के तहत विनिर्धारित है और जो 1 सितम्बर, 2010 से पहले प्रभावी था; और तीन वर्ष अभी बीते नहीं हैं; पहले ही अदा की जा चुकी शुल्क की राशि इस विनियमन में उल्लिखित शुल्क की राशि से घटा दी जाएगी और शेष राशि इस विनियमन के तहत विनिर्दिष्ट ढंग से मध्यस्थता के पक्षों द्वारा वहन की जाएगी।

### 5.9 मध्यस्थता के लिए प्रक्रिया

- (क) आवेदक एक्सचेंज को निम्नलिखित अनुलग्कों सहित फार्म सं. I/Iक (एकल मध्यस्थ के मामले में तीन प्रतियां और मध्यस्थों के पैनल के मामले में पांच प्रतियां) में मध्यस्थता के लिए आवेदन करेगा :
- (i) मामले का विवरण (जिसमें विवाद के बारे में संगत तथ्य और मांगी गई राहत दी गई हो)
  - (ii) खारों का विवरण
  - (iii) सदस्य-संघटक करार की प्रतियां
  - (iv) संबंधित संविदा नोट और बिलों की प्रतियां
  - (v) नेशनल स्टाक एक्सचेंज आफ इंडिया लि. के पक्ष में मध्यस्थता के स्थान पर पर देय जमा के लिए चैक/पे ऑर्डर/डिमांड ड्राफ्ट
  - (vi) मध्यस्थों के रूप में कार्य करने के पात्र व्यक्तियों के नामों की सूची
- (ख) यदि आवेदन में कोई कमी/दोष पाया जाता है तो एक्सचेंज आवेदक को या तो मध्यस्थता आवेदन वापिस करके अथवा अन्यथा कमी/दोष को संशोधित करने के लिए कहेगा और यदि आवेदक एक्सचेंज से सूचना प्राप्त होने के 15 दिन के अंदर कमी/दोष को संशोधित करने में असमर्थ रहता है तो एक्सचेंज आवेदक को कमी/दोषपूर्ण आवेदन वापिस करेगा यदि मध्यस्थता आवेदन पहले वापिस न किया गया हो। तथापि, आवेदक को संशोधित आवेदन दाखिल करने का अधिकार होगा जिसे सभी प्रयोजनों के लिए नया आवेदन माना जाएगा और तदनुसार निपटाया जाएगा।
- (ग) फार्म सं. I/Iक प्राप्त होने पर एक्सचेंज प्रतिवादी को मामले का विवरण और संबंधित दस्तावेज अग्रेषित करेगा। फार्म सं. I/Iक प्राप्त होने पर प्रतिवादी एक्सचेंज को फार्म 1 प्राप्त होने की तारीख से 7 दिन के अंदर एक्सचेंज को निम्न के साथ फार्म II/IIक की एकल मध्यस्थ के मामले में तीन प्रतियां और मध्यस्थों के पैनल के मामले में पांच प्रतियां प्रस्तुत करेगा :-
- i) उत्तर का विवरण (जिसमें दावे के लिए उपलब्ध सभी बचाव दिए गए हों)
  - ii) खारों का विवरण
  - iii) सदस्य-संघटक करार की प्रतियां
  - iv) संगत संविदा नोट और बिलों की प्रतियां
  - v) खारों के विवरण के साथ प्रतिसंतुलित अथवा प्रतिकूल दावे का विवरण और संबंधित संविदा नोट और बिलों की प्रतियां

- vi) फार्म सं. II/IIक के साथ नेशनल स्टॉक एक्सचेंज लि. के पक्ष में मध्यस्थता के स्थगन पर देय जमा के लिए चैक/पे ऑर्डर/डिमांड ड्राफ्ट
- (घ) प्रतिवादी (प्रतिवादियों) से फार्म सं. II/IIक प्राप्त होने पर विनियमन 5.6 में विनिर्धारित प्रक्रिया के अनुसार मध्यस्थ की नियुक्ति की जाएगी।
- (ङ.) एक सक अधिक प्रतिवादी, मृतक संघटक के कानूनी उत्तराधिकारी होने की दशा में ऐसे कानूनी उत्तराधिकारी अपने में से एक को फार्म II और ऐसे अन्य दस्तावेज, जैसा अपेक्षित हों, पर हस्ताक्षर करने सहित मध्यस्थता कार्यवाही में मृतक संघटक के प्रतिनिधित्व के लिए प्राधिकृत करेंगे।
- (च) प्रतिवादी से फार्म सं. II/IIक प्राप्त होने पर एक्सचेंज आवेदक को एक प्रति अग्रेषित करेगा। आवेदक फार्म सं. II/IIक की प्रति प्राप्त होने के सात दिन के अंदर एक्सचेंज को किसी प्रतिकूल दावे, यदि कोई हो, जिसे प्रतिवादी ने आवेदक को अपने उत्तर में उठाया हो, प्रस्तुत करेगा। एक्सचेंज प्रतिवादी के उत्तर अग्रेषित करेगा।
- (छ) इसमें उल्लिखित किसी निवेदन के दाखिल करने की समयावधि को मामले की परिस्थितियों के आधार पर मध्यस्थ के साथ परामर्श करके संबद्ध प्राधिकारी द्वारा आगे की अवधि तक बढ़ाने के लिए निर्णय लिया जा सकता है।
- (ज) अपील के मामले में फार्म सं. I, Iक, II, IIक और फार्म सं. III और IIIक, IV और IVक के फॉर्मेट संबद्ध प्राधिकारी द्वारा समय-समय पर यथा विनिर्धारित होंगे।

#### 5.10.1 सुनवाई के लिए अपेक्षाएं

- (क) यदि दावे, मतभेद अथवा विवाद का मूल्य 25,000/-रु. अथवा कम है तो विवाद के पक्षों को कोई सुनवाई देना अपेक्षित नहीं है। ऐसे मामले में मध्यस्थ मामले में दोनों पक्षों द्वारा प्रस्तुत किए गए दस्तावेजों के आधार पर निर्णय लेगा बशर्ते कि, तथापि, मध्यस्थ कारणों को लिखित में दर्ज करने के लिए विवाद के दोनों पक्षों की सुनवाई कर सकता है।
- (ख) यदि दावे, मतभेद अथवा विवाद का मूल्य 25000/-रुपए से अधिक है तो मध्यस्थ विवाद के दोनों पक्षों को सुनवाई की पेशकश करेगा जब तक कि दोनों पक्ष लिखित में ऐसी सुनवाई के लिए अपने अधिकार को नहीं छोड़ते।



**5.11 सुनवायी का नोटिस**

जब तक कि अन्यथा विनिर्दिष्ट न किया गया हो, एक्सचेंज मध्यस्थ से परामर्श करके पहली सुनवाई की तारीख, समय और स्थान निर्धारित करेगा । पहली सुनवाई के लिए नोटिस कम से कम दस दिन पूर्व दिया जाएगा जब तक कि पक्ष अपनी परस्पर सहमति से नोटिस को नहीं हटाते । मध्यस्थ बाद की सुनवाई की तारीख, समय और स्थान निर्धारित करेगा, जिसके लिए एक्सचेंज द्वारा संबंधित पक्षों को नोटिस दिया जाएगा ।

**5.12 सुनवायी का स्थगन**

यदि कोई संदर्भ पक्ष मध्यस्थ द्वारा सुनवाई के स्थगन के लिए आवेदन देता है तो पक्ष काफी पहले एक्सचेंज को स्थगन लेने के लिए कारण देते हुए लिखित में आवेदन देगा ताकि एक्सचेंज ऐसे अनुरोध को मध्यस्थ को भेज सके । मध्यस्थ अपने विवेक के अनुसार ऐसी शर्तों, जैसी उसके द्वारा उचित समझी जाएं, के अधीन स्थगन प्रदान कर सकता है ।

**5.12क** पंचाट कार्यवाही में संघटक का प्रतिनिधित्व करने वाले किसी व्यक्ति को उसके पक्ष में संघटक द्वारा यथोचित रूप से निष्पन्न मुख्तारनामे और नोटरी देने पर अनुमति दी जाएगी, बशर्ते कि, तथापि, कारोबारी सदस्य के मामले में वह सुनवाई के लिए स्वयं अथवा अपने प्राधिकृत प्रतिनिधि के माध्यम से उपस्थित होगा । इस विनियमन के प्रयोजनार्थ, कारोबारी सदस्य के मामले में प्राधिकृत प्रतिनिधि कौन/जो है

- (क) कोई वैयक्तिक - कोई कर्मचारी अथवा प्राधिकृत व्यक्ति, जैसा कि ऐसे कारोबारी सदस्य के इन विनियमनों में परिभाषित किया गया है, अथवा
- (ख) साझीदारी फर्म - कोई साझीदार अथवा कर्मचारी अथवा प्राधिकृत व्यक्ति, जैसा कि ऐसे कारोबारी सदस्य के इन विनियमनों में परिभाषित किया गया है; अथवा
- (ग) कोई कम्पनी - कोई निदेशक अथवा कर्मचारी अथवा प्राधिकृत व्यक्ति जैसा कि ऐसे कारोबारी सदस्य के इन नियमों में परिभाषित किया गया है ।

**5.13 सहमत शर्तों पर पंचाट**

यदि किसी मध्यस्थ की नियुक्ति के पश्चात पक्ष विवाद का निपटान करते हैं तो सहमत शर्तों पर पंचाट के रूप में समझौते को दर्ज करेगा ।

**5.13क** मध्यस्थ किसी मध्यस्थता कार्यवाही के मामले में जिसका बचाव नहीं किया जाता अथवा उसके विचार से प्रभावशाली ढंग से बचाव नहीं किया जा रहा अथवा पंचाट सहमत शर्तों पर है तो आवेदक द्वारा प्रस्तुत किए गए दस्तावेजों के अलावा, ठीक और उचित पंचाट पारित करने के प्रयोजन से सामान्य रूप से किसी अन्य दस्तावेज पर भी विचार करेगा, जिसे मध्यस्थ उचित

निष्कर्ष पर पहुंचने के प्रयोजन से उचित समझता है और विशेष रूप से निर्णय पर पहुंचने के लिए निम्नलिखित दस्तावेज :

1. सदस्य-संघटक कुरार की प्रति
2. संविदा नोट और बिल
3. आवधिक आधार पर संघटक को कारोबारी सदस्य द्वारा दिए गए खातों का विवरण ।
4. भुगतान/प्राप्तियों के संबंध में बैंक से पुष्टि द्वारा समर्थित बैंक विवरण ।
5. डिपाजिटरी के पास आवेदकों और प्रतिवादियों के डीमेंट खाता (खातों) के लेन-देन-सह-धारण विवरण ।
6. ग्राहक के संबंध में एक्सचेंज को सदस्यों से अद्वितीय आई डी अपलोड, यदि कोई हों।
7. विवाद से संबंधित लेन-देनों के संबंध में ट्रेड लाग

उपर्युक्त के प्रयोजनार्थ, मध्यस्थ आवेदक के साथ-साथ एक्सचेंज, जिस सीमा तक एक्सचेंज के पास उपलब्ध है, से संगत सूचना भी प्राप्त कर सकता है।

#### 5.14 पंचाट तैयार करना

- (क) पंचाट लिखित में होगा और तीन मूल प्रतियों में एकल मध्यस्थ अथवा मध्यस्थों के पैनल के मामले में सभी तीन मध्यस्थों द्वारा यथोचित रूप से तारीख डालकर और हस्ताक्षर करके बनाया जाएगा ।
- (ख) मध्यस्थ एक्सचेंज के पास सभी तीन मूल पंचाट को दाखिल करेगा, जो विवाद के पक्षों को प्रत्येक को एक मूल प्रति भेजने का प्रबंध करेगा और स्टाम्प लगे मूल पंचाट को एक्सचेंज द्वारा अपने पास रखा जाएगा ।
- (ग) पंचाट, अन्य बातों के साथ-साथ, ऐसे रूप में होगा जैसाकि संबद्ध प्राधिकारी द्वारा समय-समय पर विनिर्धारित किया जाता है ।

#### 5.15 ब्याज

- (क) मध्यस्थ पंचाट में राशि को शामिल कर सकता है जिसके लिए बनाया गया है और उस पर ब्याज ऐसी राशि पर ऐसी दर और ऐसी अवधि के लिए लगाया जाएगा जैसाकि मध्यस्थ उचित समझता है।
- (ख) पंचाट द्वारा अदा की जाने वाली निदेशित राशि, जब तक कि अन्यथा पंचाट निदेश नहीं देता, पर पंचाट की तारीख से और भुगतान की तारीख तक अठारह प्रतिशत प्रतिवर्ष की दर से ब्याज लगेगा।

**5.16 पंचाट शुल्क और प्रभार, लागत आदि**

- (क) मध्यस्थ को देय शुल्क और खर्चों का निर्धारण समय-समय पर संबद्ध प्राधिकारी द्वारा किया जाएगा ।
- (ख) मध्यस्थता कार्यवाही संचालित करने के लिए पक्षों द्वारा वहन किए जाने वाले शुल्कों और प्रभारों के अलावा लागतें, यदि कोई हों, को किसी पक्ष को दिए जाने का निर्णय मध्यस्थत द्वारा लिया जाएगा।
- (ग) लागतें, यदि कोई हों, जिन्हें शुल्क और प्रभारों के अलावा किसी एक पक्ष को दी जाएगी जिन्हें मध्यस्थता के संचालन के लिए पक्षों द्वारा वहन करना होगा, का निर्णय मध्यस्थ करेगा ।

**5.17 प्रशासनिक सहायता जो एक्सचेंज द्वारा मुहैया करायी जाएगी**

एक्सचेंज -

- (क) संदर्भों का एक रजिस्टर बनाएगा ;
- (ख) मध्यस्थता कार्यवाही के पहले अथवा उसके दौरान अथवा उससे संबंधित अन्यथा मध्यस्थता के लिए सभी आवेदन और पक्षों द्वारा संबोधित संप्रेषण प्राप्त करेगा;
- (ग) सभी लागतों, प्रभारों, शुल्कों और अन्य व्ययों के भुगतान को प्राप्त करेगा;
- (घ) मध्यस्थता कार्यवाही से पहले अथवा उसके दौरान अथवा उससे संबंधित अन्यथा पक्षों को दिए जाने वाले सुनवाई के नोटिस और अन्य सभी नोटिस देगा;
- (ङ.) मध्यस्थ के सभी आदेश और निदेश पक्षों को प्रेषित करेगा;
- (च) संदर्भ से संबंधित सभी दस्तावेजों और प्रपत्रों को प्राप्त व रिकार्ड करेगा और सभी दस्तावेजों और प्रपत्रों, सिवाए जिनके पक्षों को रखने की अनुमति दी गई है, को अभिरक्षा में रखेगा;
- (छ) मध्यस्थ की ओर से पंचाट प्रेषित करेगा;
- (ज) सामान्यतः ऐसे सभी काम और सभी कदम उठाएगा जिन्हें मध्यस्थों को उनके कार्य के निष्पादन में सहायता के लिए आवश्यक समझा जाता है।

### 5.18 सम्प्रेषण की विधि

(क) एक्सचेंज द्वारा किसी एक पक्ष को भेजा गया कोई संप्रेषण उचित रूप से डिलीवर और सेवित माना जाएगा, यदि ऐसा संप्रेषण एक्सचेंज को अदावित/मना किया गया/डिलीवर न हुआ के रूप में वापिस किया जाता है, यदि उसे साधारण कारोबारी पते और/अथवा निवास के साधारण पते और अथवा पक्ष के अंतिम ज्ञात पते पर निम्न तरीकों में से एक अथवा अधिक द्वारा भेजा जाता है :

- (i) डाक द्वारा
- (ii) पंजीकृत डाक द्वारा
- (iii) डाक के प्रमाण के तहत
- (iv) स्पीड पोस्ट/कूरियर सेवा द्वारा
- (v) तार द्वारा
- (vi) ज्ञात कारोबारी अथवा निवासीय पते पर दरवाजे पर चिपका कर
- (vii) किसी तीसरे व्यक्ति की उपस्थिति में पक्ष को मौखिक संप्रेषण द्वारा,
- (viii) कम से कम एक प्रमुख दैनिक समाचार पत्र में विज्ञापन द्वारा जिसका उस क्षेत्र, जहां प्रतिवादी का अंतिम ज्ञात कारोबारी अथवा रिहायशी पता ज्ञात है, स्थित है।
- (ix) कारोबारी प्रणाली के माध्यम से संदेश भेजकर,
- (x) इलेक्ट्रानिक मेल अथवा फैक्स द्वारा
- (xi) दस्ती डिलीवरी द्वारा

(ख) किसी एक पक्ष द्वारा एक्सचेंज को कोई संप्रेषण निम्न में से किसी एक तरीके द्वारा किया जाएगा :-

- (i) डाक (साधारण अथवा पंजीकृत अथवा स्पीड) अथवा कूरियर सेवा द्वारा
- (ii) तार द्वारा
- (iii) फैक्स द्वारा
- (iv) दस्ती डिलीवरी द्वारा

5.19 एक्सचेंज द्वारा नीचे दी गई समय अवधियों के लिए निम्नलिखित दस्तावेजों को सुरक्षित रखना होगा :-

(क) पावतियों के साथ मूल पंचाट को स्थायी रूप से सुरक्षित रखा जाएगा।

- (ख) यदि पंचाट को निरस्त करने के लिए कोई अपील दाखिल नहीं की जाती है तो मूल पंचाट के अलावा मध्यस्थता से संबंधित अन्य सभी रिकार्डों को पंचाट की तारीख से 5 वर्ष के लिए सुरक्षित रखा जाएगा।
- (ग) यदि पंचाट को निरस्त करने के लिए कोई अपील दाखिल की जाती है तो मूल पंचाट के अलावा, मध्यस्थता से संबंधित अन्य सभी रिकार्डों को न्यायालय द्वारा अंतिम निपटान की तारीख से 5 वर्ष के लिए सुरक्षित रखा जाएगा।

5.20 एक्सचेंज द्वारा रिकार्डों के नष्ट करना सक्षम प्राधिकारी के लिखित में पिछले आदेश के अध्यक्षीन होगा और नष्ट करने के ब्यौरे रजिस्टर में दर्ज किए जाएंगे, जिसमें नष्ट करने की तारीख और विधि के संबंध में प्रमाणन के साथ नष्ट किए गए रिकार्ड के संक्षिप्त ब्यौरों का उल्लेख किया जाएगा। नष्ट करने की रजिस्ट्री एक्सचेंज द्वारा स्थायी रूप से रखी जाएगी।

#### 5.21 अपीलीय मध्यस्थता

- (क) अपीलीय मध्यस्थ के समक्ष अपील दाखिल करने वाला पक्ष अपील के साथ सांविधिक देयताओं (स्टाम्प शुल्क, सेवा कर आदि) के अलावा समय-समय पर संबद्ध प्राधिकारी द्वारा यथा निर्धारित शुल्क अदा करेगा।
- (ख) विनियमन 5.5 से 5.20 के उपर्युक्त अनुबंध अपीलीय मध्यस्थता के लिए लागू होंगे।

उद्धरण चिह्न बंद

कृते नेशनल स्टॉक एक्सचेंज आफ इंडिया लिमिटेड

(आर. जयकुमार)

प्राधिकृत हस्ताक्षरी

टिप्पणी : हिंदी पाठ में भिन्नता की स्थिति में अंग्रेजी पाठ अभिभावी होगा।

**NATIONAL STOCK EXCHANGE OF INDIA LIMITED**

Mumbai-400051

The provisions contained in the Futures & Options Trading Regulations of the Exchange are amended to the extent given hereunder:-

- (1) The existing Chapter 5 of the Futures & Options Trading Regulations is substituted with the following new Chapter 5 as given hereunder:-

QUOTE

**5. ARBITRATION****5.1 DEFINITIONS**

- (a) 'Act' shall mean the Arbitration and Conciliation Act, 1996 and includes any statutory modification, replacement or re-enactment thereof, for the time being in force.
- (b) 'arbitrator' means a sole arbitrator or a panel of arbitrators.
- (c) 'Appellate Arbitrator' shall mean a panel of arbitrators who hear the appeal filed against the arbitral award.
- (d) 'arbitral award' shall mean an award passed by the Arbitrator.
- (e) 'Appellate Arbitral Award' shall mean an award passed by the Appellate Arbitrator
- (f) 'Applicant' means the person who makes the application for initiating arbitral proceedings.
- (g) 'Respondent' means the person against whom the Applicant lodges an arbitration application, whether or not there is a claim against such person.

**5.2 SEAT OF ARBITRATION**

- (a) The Relevant Authority may provide for different seats of arbitration for different regions of the country either generally or specifically and in such an event the seat of arbitration shall be the place so provided by the Relevant Authority.
- (b) The premises/location where arbitration shall take place shall be such place as may be identified by the Exchange from time to time and intimated to the arbitrator and the parties to the dispute accordingly.

**5.3 JURISDICTION OF COURTS**

For the purpose of Byelaw 17 of Chapter XI of the Byelaws of the Exchange, the application under section 34 of the Act, if any, against the decision of the Appellate Arbitrator shall be filed in the competent court nearest to such regional centre where the Appellate Arbitral proceedings have been conducted.

#### **5.4 REFERENCE OF THE CLAIM, DIFFERENCE OR DISPUTE**

Save as otherwise specified by the Relevant Authority, if the value of the claim, difference or dispute is more than Rupees Twenty Five Lakhs on the date of application, then such claim, difference or dispute shall be referred to a panel of three arbitrators and if the value of the claim, difference or dispute is upto Rupees Twenty Five Lakhs, then the same shall be referred to a sole arbitrator;

Provided further that in any claim difference or dispute which is less than Rupees Twenty Five Lakhs, if there is a counter claim in excess of Rupees Twenty Five Lakhs, then the arbitration panel shall be expanded to three arbitrators from a sole arbitrator.

#### **5.5 CRITERIA AND PROCEDURE FOR SELECTION OF PERSONS ELIGIBLE TO ACT AS ARBITRATORS**

For facilitating arbitration, the Relevant Authority from time to time may specify as the following:

- (i) Eligibility criteria for arbitrators
- (ii) The declarations/disclosures/ undertakings to be given by arbitrators
- (iii) Code of conduct for arbitrators.
- (iv) List of arbitrators for each Regional Arbitration Centre.

#### **5.6 PROCEDURE FOR APPOINTMENT OF ARBITRATORS**

- (a) The Applicant shall submit the arbitration application to the Exchange in Form No.I/IA alongwith preferred choice of arbitrators in the descending order of preference.
- (b) Form No.I/IA received from the Applicant shall be forwarded by the Exchange to the Respondent.
- (c) The Respondent may choose his preference from the list submitted by the Applicant or submit his preferred choice of arbitrators in the descending order of preference in Form No.II /IIA within seven days of the receipt of Form No. I/IA from the Exchange.
- (d) On receipt of Form No. I/IA and II/IIA, the Relevant Authority shall identify and appoint an arbitrator(s) in the first instance from amongst the preferred choices indicated by the Constituent.
- (e) If the Constituent fails to provide the preferred choice of arbitrators, then the Relevant Authority shall identify and appoint an arbitrator(s) from amongst the preferred choices indicated by the other party to the arbitration application.

- (f) If both the parties to the arbitration fail to provide the preferred choice of arbitrators, then the Relevant Authority shall identify and appoint an arbitrator(s) from amongst the list of arbitrators.
- (g) In the case of arbitration matters which are to be decided by a panel of arbitrators, the appointed arbitrators shall select from amongst themselves an arbitrator who shall act as a presiding arbitrator. In case of failure or lack of consensus among the panel to select a presiding arbitrator, the Relevant Authority shall select the presiding arbitrator.
- (h) The process of appointment of arbitrator shall be completed within 30 days from the date of receipt of application from the Applicant, subject to further period of extension by the Relevant Authority in case of hardships for the reasons to be recorded in writing. For the purpose of this clause, where deficiency in the application is found, the date of receipt of application shall be date on which the rectified application is received by the Exchange.

#### **5.7 VACANCY IN THE OFFICE OF THE ARBITRATOR**

If the office of the sole arbitrator or any one or more of the arbitrators in the panel of arbitrators falls vacant after the appointment thereto, the Relevant Authority shall appoint the arbitrator preferably from the list of arbitrators in Form No. I/IA and II/IA already submitted by the Applicant and by the Respondent.

#### **5.8 COST OF ARBITRATION**

- (a) The parties to the claim, difference or dispute shall bear cost of arbitration. For this purpose, both the parties to arbitration shall make a deposit with the Exchange along with Form No. I/IA or Form No. II/IA as the case may be, for defraying the costs that may be incurred for conducting the arbitration proceeding provided when there is failure, neglect or refusal by Respondent, being a constituent, to make a deposit accordingly, the Applicant shall be responsible for making such deposit. The Exchange shall have the right to recover the deposit from the trading member from the moneys due to it if the trading member fails to make the deposit.
- (b) The amount of deposit, which has to be deposited is determined by the amount of the claim initially and thereafter determined based on a higher counter claim, if any, and is as specified below. The deposits (exclusive of statutory dues – stamp duty, service tax, etc.) shall not exceed the amount as indicated under



Amount of Claim /Counter Claim, whichever is higher (Rs.)	If claim is filed within six months	If claim is filed after six months
≤ 10,00,000	1.3% subject to a minimum of Rs.10,000/-	3.9% subject to a minimum of Rs.30,000/-
> 10,00,000 - ≤ 25,00,000	Rs. 13,000 plus 0.3% amount above Rs. 10 lakh	Rs. 39,000 plus 0.9% amount above Rs. 10 lakh
> 25,00,000	Rs. 17,500/- plus 0.2 % amount above Rs. 25 lakh subject to maximum of Rs. 30,000/-	Rs. 52,500/- plus 0.6 % amount above Rs. 25 lakh subject to maximum of Rs. 90,000/-

Six months shall be computed from the end of the quarter during which the disputed transaction(s) were executed/ settled, whichever is relevant for the dispute. The deposits shall be rounded off to nearest to Rs.10/-.

- (c) Notwithstanding anything contained above, if the amount of claim is less than or equal to Rs.10 lakhs, then the cost of arbitration with respect to the Constituent, whether Applicant or Respondent, shall be borne by the Exchange provided the arbitration application has been filed within six months from the end of the quarter during which the disputed transaction(s) were executed/settled.
- (d) In all arbitration applications on issue of the arbitral award, the deposit shall be refunded by the Exchange to the party in whose favor the arbitral award has been passed.
- (e) In all arbitration cases where claim was filed within six months from the date of dispute, the full deposit made by the party against whom the arbitral award has been passed shall be appropriated towards arbitration fees.
- (f) In all arbitration applications where claim was filed after six months from the date of dispute, one-third of the deposit collected from the party against whom the arbitral award has been passed, shall be appropriated towards arbitration fees and balance two-third amount shall be credited to the Investor Protection Fund of the Exchange.

**Explanation :**

The six months period as referred in clauses (b), (c), (e) and (f) shall be computed from the end of the quarter during which the disputed transaction (s) were executed/ settled, whichever is relevant for the dispute, and after excluding:-

- (i) the time taken by the Investors Services Cell of the Exchange (the time taken from the date of receipt of dispute till the decision by the Investor Services Cell) to resolve the dispute, and
  - (ii) the time taken by the Trading Member to attempt the resolution of the dispute (the time from the date of receipt of dispute by the Trading Member to the date of receipt of the Trading Member's last communication by the Constituent) or one month from the date of receipt of the dispute by the Trading Member, whichever is earlier.
- (g) With regard to issue of limitation, in all arbitration applications where three years have not yet elapsed from the date of dispute and the parties have not filed for arbitration with the Exchange, the cost of arbitration will be subject to the fee amount as mentioned in this Regulation or where the arbitration application was filed but was rejected solely on the ground of delay in filing within earlier limitation period of six months as prescribed under Bye-law (3) of Chapter XI as was in effect prior to September 1, 2010; and three years have not yet elapsed; the amount of fee already paid would be deducted from the amount of fee mentioned in this Regulation and the balance shall be borne by the parties to the arbitration in the manner specified under this Regulation.

**5.9 PROCEDURE FOR ARBITRATION**

- (a) The Applicant shall submit to the Exchange application for arbitration in Form No. I/IA, (three copies in case of sole arbitrator and five copies in case of panel of arbitrators) alongwith the following enclosures:
- (i) The Statement of Case (containing all the relevant facts about the dispute and relief sought)
  - (ii) The Statement of Accounts
  - (iii) Copies of Member - Constituent Agreement
  - (iv) Copies of the relevant Contract Notes and Bills
  - (v) A cheque/pay order/demand draft for the deposit payable at the seat of arbitration in favour of National Stock Exchange of India Limited
  - (vi) List of names of the persons eligible to act as arbitrators

- (b) If any deficiency/defect in the application is found, the Exchange shall call upon the Applicant to rectify the deficiency/defect either by return of the arbitration application or otherwise and the Applicant shall rectify the deficiency/defect within 15 days of receipt of intimation from the Exchange. If the Applicant fails to rectify the deficiency/defect within the prescribed period, the Exchange shall return the deficient/defective application to the Applicant in case the arbitration application has not already been returned. However, the Applicant shall have the right to file a revised application which shall be considered as a fresh application for all purposes and dealt with accordingly.
- (c) Upon receipt of Form No. I/IA, the Exchange shall forward a copy of the statement of case and related documents to the Respondent. Upon receiving Form No. I/IA, the Respondent shall submit Form II/IIA to the Exchange, within 7 days from the date of receipt of Form I from the Exchange, three copies in case of sole arbitrator and five copies in case of panel of arbitrators along with the following –
- i. The Statement of Reply (containing all available defences to the claim)
  - ii. The Statement of Accounts
  - iii. Copies of the Member Constituent Agreement,
  - iv. Copies of the relevant Contract Notes and Bills
  - v. Statement of the set-off or counter claim along with statements of accounts and copies of relevant contract notes and bills
  - vi. Cheque/pay order/demand draft for the deposit payable at the seat of arbitration in favour of National Stock Exchange of India Limited along with Form No. II/IIA
- (d) Upon receiving Form No. II/IIA from the Respondent(s), the arbitrator shall be appointed as per the procedure prescribed in Regulation 5.6.
- (e) In the event there is more than one Respondent, being legal heirs of a deceased Constituent, then such legal heirs shall authorise one of them to represent the deceased Constituent in the arbitration proceedings including signing of Form II and such other documents as may be required.
- (f) Upon receiving Form No. II/IIA from the Respondent, the Exchange shall forward one copy to the Applicant. The Applicant shall within seven days from the date of receipt of copy of Form II/IIA, submit to the Exchange, a reply to any counterclaim, if any, which may have

been raised by the Respondent in its reply to the Applicant. The Exchange shall forward the reply to the Respondent.

- (g) The time period to file any pleading referred to herein may be extended for such further periods as may be decided by the Relevant Authority in consultation with the arbitrator depending on the circumstances of the matter.
- (h) Formats of Form No. I, IA, II, IIA and Form No. III and IIIA, IV and IVA in case of appeals will be as prescribed by the Relevant Authority from time to time.

#### **5.10 REQUIREMENT FOR HEARINGS**

- (a) No hearing shall be required to be given to the parties to the dispute if the value of the claim, difference or dispute is Rs.25,000/- or less. In such a case the arbitrator shall proceed to decide the matter on the basis of documents submitted by both the parties provided however the arbitrator for reasons to be recorded in writing may hear both the parties to the dispute.
- (b) If the value of claim, difference or dispute is more than Rs.25,000/-, the arbitrator shall offer to hear the parties to the dispute unless both parties waive their right for such hearing in writing.

#### **5.11 NOTICE OF HEARING**

Unless otherwise specified, the Exchange shall in consultation with the arbitrator determine the date, the time and place of the first hearing. Notice for the first hearing shall be given at least ten days in advance, unless the parties shall, by their mutual consent, waive the notice. The arbitrator shall determine the date, the time and place of subsequent hearings of which a notice shall be given by the Exchange to the parties concerned.

#### **5.12 ADJOURNMENT OF HEARING**

If any party to the reference wants to make an application for adjournment of hearing by the arbitrator, the party shall make an application in writing giving reasons for seeking adjournment to the Exchange sufficiently in advance to enable the Exchange to forward such request to the arbitrator. The arbitrator at his discretion may grant the adjournment subject to such conditions as deemed fit by him.

- 5.12A** Any person representing the constituent in the arbitral proceedings shall be permitted to do so on production of a power of attorney duly executed

- and notarised by the Constituent in his favour, provided however in case of a Trading Member, he shall appear in the hearings on his own or through his authorised representative. For the purpose of this Regulation, an authorised representative in case of a Trading Member who/which is

- (a) an individual - an employee or authorised person, as defined in these Regulations, of such Trading Member; or
- (b) a partnership firm - any partner or employee or authorised person, as defined in these Regulations, of such Trading Member; or
- (c) a company - any director or employee or authorised person, as defined in these Regulations, of such Trading Member.

### **5.13 ARBITRAL AWARD ON AGREED TERMS**

If after the appointment of an arbitrator, the parties settle the dispute, then the arbitrator shall record the settlement in the form of an arbitral award on agreed terms.

#### **5.13A ARBITRAL AWARD UNDER CERTAIN CIRCUMSTANCES**

The arbitrator, in case of any arbitration proceedings which is not defended or in his opinion is not effectively defended or if the award is on agreed terms, besides the documents produced by the applicant, shall, for the purpose of passing a fair and proper award, also consider any other document in general, which the arbitrator considers necessary for the purpose of coming to a proper conclusion and in particular the following documents for the purpose of arriving at a decision:

1. Copy of member-constituent agreement
2. Contract notes and bills
3. Statement of accounts given by the trading member to the constituent on periodic basis.
4. Bank statements supported by confirmation from the bank regarding payments/receipts.
5. Transaction cum Holding statements of the demat account(s) of the applicants and respondents with the depository.
6. Unique id upload, if any, from the members to Exchange with regard to the client.
7. Trade log in respect of transactions relating to dispute.

For the purpose of the above, the arbitrator may also seek relevant information from the applicant as well as the Exchange, to the extent available with the Exchange.

**5.14 MAKING OF ARBITRAL AWARD**

- (a) The arbitral award shall be in writing and made in three originals duly dated and signed by the sole arbitrator or in case of a panel of arbitrators by all the three arbitrators.
- (b) The arbitrator shall file all the three original awards with the Exchange, which shall arrange to send one original each to the parties to the dispute and the stamped original award shall be retained by the Exchange.
- (c) The award *inter alia* shall be in such form as may be prescribed by the Relevant Authority from time to time.

**5.15 INTEREST**

- (a) The arbitrator may include in the sum for which the award is made interest at such rate on such sum and for such period as the arbitrator deems reasonable.
- (b) A sum directed to be paid by an award shall, unless the award otherwise directs, carry interest at the rate of eighteen per centum per annum from the date of the award to the date of payment.

**5.16 ARBITRATION FEES AND CHARGES, COSTS, ETC.**

- (a) The fees and expenses payable to arbitrator shall be as determined by the Relevant Authority from time to time.
- (b) The costs, if any, to be awarded to either of the party in addition to the fees and charges that have to be borne by the parties for conducting the arbitration shall be decided by the arbitrator.
- (c) Unless the arbitrator directs otherwise each party shall bear their own expenses of traveling and other incidental expenses incurred.

**5.17 ADMINISTRATIVE ASSISTANCE WHICH MAY BE PROVIDED BY THE EXCHANGE**

The Exchange shall-

- (a) maintain a register of references;
- (b) receive all applications for arbitration and communications addressed by the parties before or during the course of arbitration proceedings or otherwise in relation thereto;

- (c) receive payment of all costs, charges, fees and other expenses;
- (d) give notices of hearing and all other notices to be given to the parties before or during the course of the arbitration proceedings or otherwise in relation thereto;
- (e) communicate to the parties all orders and directions of the arbitrator;
- (f) receive and record all documents and papers relating to the reference and keep in custody all such documents and papers except such as the parties are allowed to retain;
- (g) communicate the award on behalf of the arbitrator;
- (h) generally do such things and take all such steps as may be necessary to assist the arbitrator in the execution of their function.

#### 5.18 MODE OF COMMUNICATION

- (a) Any communication sent by the Exchange to either of the parties shall be deemed to have been properly delivered or served, even if such communication is returned to the Exchange as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the party, in any one or more of the following ways: -
  - (i) by post,
  - (ii) by registered post,
  - (iii) under certificate of posting
  - (iv) by speed post/courier services,
  - (v) by telegram,
  - (vi) by affixing it on the door at the last known business or residential address,
  - (vii) by oral communication to the party in the presence of a third person,
  - (viii) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of Respondent is situated,
  - (ix) by sending a message through the Trading System,
  - (x) by electronic mail or fax
  - (xi) by hand delivery
- (b) Any communication sent by either of the parties to the Exchange shall be made in any one or more of the following ways:
  - (i) by post (ordinary or registered or speed) or Courier service
  - (ii) by telegram
  - (iii) by fax
  - (iv) by hand delivery

5.19 The following documents shall be preserved by the Exchange for the time periods as mentioned hereunder:

- (a) The original arbitration award along with acknowledgements shall be preserved permanently.
- (b) In case an appeal for setting aside the award is not filed, then apart from the original award, all the other records pertaining to arbitration shall be preserved for 5 years from the date of award.
- (c) In case an appeal for setting aside the award is filed, then apart from the original award, all the other records pertaining to arbitration shall be preserved for 5 years from the date of final disposal by court.

5.20 The destruction of records by the Exchange shall be subject to the previous order, in writing of the relevant authority and the details of the destruction shall be entered in a register wherein the brief particulars of the records destroyed along with the certification regarding the date and mode of destruction shall be mentioned. The registry of destruction shall be maintained by the Exchange permanently.

#### 5.21 APPELLATE ARBITRATION

- (a) A party filing an appeal before the Appellate Arbitrator shall pay such fees as prescribed by the Relevant Authority from time to time in addition to statutory dues (stamp duty, service tax, etc) along with the appeal.
- (b) The above provisions of Regulations 5.5 to 5.20 shall be applicable to Appellate Arbitration.

UNQUOTE

For National Stock Exchange of India Limited

R. Jayakumar  
Authorised Signatory

प्रबन्धक, भारत सरकार मुद्रणालय, फरीदाबाद द्वारा मुद्रित  
एवं प्रकाशन नियंत्रक, दिल्ली द्वारा प्रकाशित, 2013  
PRINTED BY THE MANAGER, GOVERNMENT OF INDIA PRESS, FARIDABAD AND  
PUBLISHED BY THE CONTROLLER OF PUBLICATIONS, DELHI, 2013